

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

Creative Services, Inc.,

Plaintiff,

v.

The Hartford Fire Insurance Company

Defendant

Case No. 1:20-CV-11720-ADB

PLAINTIFF'S MOTION FOR SUMMARY JUDGEMENT

Pursuant to Rule 56 of the Federal Rules of Civil Procedure, Local Rule 56.1, Creative Services, Inc. moves for summary judgment on its Complaint against The Hartford Fire Insurance Company for coverage the Plaintiff is entitled to under its commercial business owner's policy for insurance.

A "court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(a). In this case, there are no genuine issues of material fact.

The review in this case is based on The Hartford Fire Insurance Company's own document, the insurance policy, issued to Creative Services, Inc.

STATEMENT OF MATERIAL FACTS

Creative Services, Inc. is a Massachusetts corporation that conducts commercial background screening with its principle place of business at 64 Pratt Street, Mansfield, Massachusetts 02048. (Compl. ¶ 1).

The Hartford Fire Insurance Company is a Connecticut corporation offering business and other insurance with its principle place of business located at 1 Hartford Plaza, Hartford, Connecticut 06115. (*Id.* ¶ 2).

CSI is an insured under an insurance policy issued by the Defendant. CSI purchased a commercial business owner's policy for insurance, Policy Number 08 SBA KP4560 DW (hereinafter referred to as "Policy") on or before October 19, 2019. The Policy period is dated from October 19, 2019 to October 19, 2020. (*Id.* ¶ 5).

On March 24, 2020, a government stay-at-home directive related to COVID-19 necessitated the suspension of operations at the insured premises (CSI's offices) in Mansfield, Massachusetts. (*Id.* ¶ 7). On May 31st, an extension of the stay at home order continued that suspension until May 24, 2020. (*Id.* ¶ 11).

On May 1, 2020, CSI wrote to Hartford Fire requesting the coverage owed under the terms of the policy. (*Id.* ¶ 25).

Hartford Fire denied coverage on May 12, 2020. (*Id.* ¶ 26).

REQUEST FOR SUMMARY JUDGEMENT

According to Creative Services, Inc.'s policy issued by The Hartford Fire Insurance Company, in order to be provided coverage, the insured's claim must (1) be encompassed by one or more of the insuring agreements in the policy; and (2) must not be excluded by a separate exclusion endorsement incorporated in the Policy.

Based upon the analysis and facts set forth in the Plaintiff's Memorandum in Support of Motion of Summary Judgement, CSI is entitled to coverage under the "Business Income" insuring agreement in the policy. Moreover, no exclusion eliminates the coverage that CSI is seeking for continuing operating expenses and lost profits.

The Plaintiff respectfully requests the Court enter Summary Judgement in Plaintiff's favor on all counts of the Complaint, award Plaintiff reimbursement for all costs, interest and expenses relating to this matter and provide such other relief as the Court deems just and equitable.

Respectfully Submitted,

Plaintiff, by its Attorney,
November 25, 2020



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LOCAL RULE 7.1(a)(2) CERTIFICATE

I hereby certify pursuant to Local Rule 7.1(a)(2), on November 24, 2020, I conferred with Gerald P. Dwyer Jr., counsel for the defendant, in good faith and agreed on this motion, including the motion for leave to extend the page length for the Plaintiff's Memorandum in Support of Motion for Summary Judgement which the court granted on November 25, 2020.

Respectfully Submitted,
Plaintiff, by its Attorney,



Kellie A. O'Shea, Counsel
Creative Services, Inc.

CERTIFICATE OF SERVICE

I certify that this document filed through the CM/ECF system will be sent electronically to registered participants as identified on the Notice of Electronic Filing (NEF) on November 25, 2020.

Respectfully Submitted,
Plaintiff, by its Attorney,

A handwritten signature in black ink, appearing to read 'Kellie A. O'Shea', is written over a horizontal line.

Kellie A. O'Shea, Counsel
Creative Services, Inc.